# DEPARTMENT OF THE ARMY UNITED STATES ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND WARREN, MI 48397-5000

AMSTA-AQ-AHEA

Steve Birchall/Donato Cigalla Ingersoll Machine Tools, Inc. 707 Fulton Avenue Rockford, IL 61103

To Mr. Donato Cigalla

This letter constitutes a contract (W56HZV-04-C-0454) on the terms and conditions set forth herein and signifies the intention of the U.S Army Tank-automotive and Armaments Command to execute a formal cost-plus-fixed-fee contract with you for the services in the following pages. You are directed to commence work immediately to provide the supplies and services, as specified in Section B of this letter contract modification.

The price ceiling for the items listed in Section B are as set forth in Section A "CEILING PRICES". The ceiling price is the maximum not-to-exceed price that the Government will negotiate in definitizing this Letter Contract Modification. Please indicate your acceptance of this contract by signing this Letter Contract Modification and return it to this office. This contract is entered into pursuant to 10 U.S.C. 2304(c)(1), and any required justification and approval has been executed.

Sincerely

Richard K . Kulczycki Contracting Officer

| BY | :                      |
|----|------------------------|
|    | Mr. Donato Cigalla     |
|    | Director of Operations |
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(Type above name and position of officer executing this acceptance, and signature)

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MOD/AMD

Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT: W56HZV-04-C-0454

As a result of the contract award the Government and the Contractor agree as follows:

- a. Establish a ceiling price in the amount of \$3,983,292.00 for Ingersoll to perform the updates of the machinery at the Egyptian Tank Plant.
  - b. That fifty percent (50%) of the established ceiling price is hereby funded in the amount of \$1,991,641.00.
- c. The parties agree with the delivery of services scheduled in the contract. The schedule contained in Section "B" for this requirement can be changed to a new schedule that is mutually agreed to prior to definitization.
- d. The ceiling prices established for this effort are cited below. The ceiling price is the maximum not-to-exceed price that the Government will negotiate downward in definitization of this contract. Ceiling price is for CLIN 0001AA, 0001AB, 0001AC. Limitation of Government Liability is \$1,991,646.00 established at Contract Provision Clauses in Section H.

CLIN CEILING PRICE
0001AA (Phase I) \$2,374,569.00
0001AB (Phase II) \$1,162,368.00
0001AC (Phase III) \$ 446,355.00

e. Phases I, II, II consists of the following:

Phase T:

Phase I Ram Refurbishment at Ingersoll Spindle Unit Refurbishment at ETP  $\,$ 

4:1 Spindle Unit Refurbishment at Ingersoll

1:1 Spindle Unit Refurbishment at Ingersoll

Dual Offset Spindle Unit Refurbishment at Ingersoll

Phase I Controls Engineering and Project Management

Phase I Controls Hardware-1st machine

Phase I Controls Hardware-2nd machine

Phase I Controls Build and test at Ingersoll-1st machine

Phase I Controls Build and test at Ingersoll-2nd machine

Phase I Installation

Phase II:

Phase II Ram Refurbishment at Ingersoll

Phase II Controls Engineering and Project Management

Phase II Controls Hardware-3rd machine

Phase II Controls Build and test at Ingersoll-3rd machine

Phase II Installation

Phase III:

Phase III Controls Engineering and Project Management

Phase III Installation

f. The amount of liability for the Government is \$1,991,646.00 and this amount will be funded for CLIN 0001AA because Phase I needs to be completed before the contractor could proceed with the other phases (II, III).

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| CONTINUATION SHEET                         | Reference No. of Document Be | Page 3 of 28 |  |
|--|------------------------------|--------------|--|
| CONTINUATION SHEET                         | PIIN/SIIN W56HZV-04-C-0454   | MOD/AMD      |  |
| Name of Offeror or Contractor: INGERSOLL I | MACHINE TOOLS, INC.          |              |  |

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT          |
|---------|--|----------|------|------------|-----------------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS                                |          |      |            |                 |
|         |  |          |      |            |                 |
|         |  |          |      |            |                 |
| 0001    | SECURITY CLASS: Unclassified   |          |      |            |                 |
|         |  |          |      |            |                 |
| 0001AA  | PHASE I SERVICE MILL MACHINES  |          |      |            | \$ 1,991,646.00 |
|         |  |          |      |            |                 |
|         | CLIN CONTRACT TYPE:  |          |      |            |                 |
|         | Cost-Plus-Fixed-Fee  |          |      |            |                 |
|         | NOUN: UPGRADE SERVICE MILL MACH PRON: J54NFV0147 PRON AMD: 01 ACRN: AA           |          |      |            |                 |
|         | AMS CD: NFV002   |          |      |            |                 |
|         | FMS CASE IDENTIFIER: EG-B-NFV  |          |      |            |                 |
|         | Undefinitized  |          |      |            |                 |
|         | Ceiling Price: \$2,374,569.00  |          |      |            |                 |
|         | Funded: \$1,991,641.00   |          |      |            |                 |
|         | (7.1.5   |          |      |            |                 |
|         | (End of narrative B001)  |          |      |            |                 |
|         |  |          |      |            |                 |
|         | Inspection and Acceptance  |          |      |            |                 |
|         | INSPECTION: Origin ACCEPTANCE: Origin  |          |      |            |                 |
|         |  |          |      |            |                 |
|         | Deliveries or Performance  |          |      |            |                 |
|         | DLVR SCH PERF COMPL  |          |      |            |                 |
|         | REL CD         QUANTITY         DATE           001         0         30-NOV-2005 |          |      |            |                 |
|         | 1 001 616 00   |          |      |            |                 |
|         | \$ 1,991,646.00  |          |      |            |                 |
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(TACOM)

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.204-4003 START OF WORK MEETING MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

SCOPE OF WORK

#### C.1. GENERAL

C-1

The contractor shall provide services to refurbish ram, spindle, and control units currently in use at the Egyptian Tank Plant (ETP). The contractor is responsible for the transportation of the Ram and Spindle units from Cairo, Egypt to the United States and return after successful completion of repair of the units. The contractor shall refurbish the Ram and Spindle units at their facility in the United States. The contractor shall provide engineering and components required to update the control systems of the machines at the ETP. The contractor shall also provide personnel to supervise the dismantling of the equipment at the ETP and reassembling of the equipment in Cairo Egypt. The contractor will also comprise a list of recommended spare components for future use at the ETP. Only one machine will be out of commission at any given time. Refurbishing of the second or third machine will commence upon final acceptance of the previous machine.

#### C.2. RAM AND SPINDLE UNITS REFURBISHMENT

The contractor shall provide one senior service technician on-site at the ETP to supervise and participate, as necessary, in the disassembly and reassembly of the Ram and Spindle units. The Rams to be repaired are identified as Serial Number 27879 and 27881. The Ingersoll senior service manager is to travel to Cairo and direct the removal of the Ram and Spindle Units and will provide informal verbal instructions to the personnel at the ETP. The senior service manager will demonstrate, as necessary, the removal and disassembly techniques to the personnel at the ETP as well as the reassembly of the machinery after it is returned to the facility. The vendor will demonstrate how to prepare the equipment for shipment to the Ingersoll facility in Rockford, Illinois.

### C.2.1

The senior service technicians work schedule will be eight hours per day, five days a week to support the Egyptian Coproduction Field Office (CFO) work schedule. The contractor will be responsible for the service managers travel and living expenses.

#### C.2.2

The Ram and Spindle units will be shipped by air freight in pre-fabricated wood containers provided by the ETP.

### C.2.3

The shipment of each Ram will be provided by the contractor. Shipment will be from Cairo, Egypt to Ingersoll Machine Tools in Rockford, Illinois and returned.

### C.3 RAM UNIT REFURBISHMENT

Parts for the repair of the Ram have been purchased on Ingersoll contract DAAE07-03-C-M018. The parts for the RAM on contract DAAE07-03-C-M018 are the property of the ETP. A list of the parts appears in Attachment 1 on this contract. In the event, additional parts are required for this effort; they are to be purchased on this contract W56HZV-04-C-0454.

#### C.3.1 RAM REFURBISHMENT

The repair effort will be completed in accordance with Ingersolls Ram Sub-Assembly Build Routing Procedure. The repair procedures shall consist of the following:

Disassemble and inspect all ram components

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Provide new precision spindle bearings

Provide new valves for fluids and  $\operatorname{\mbox{air}}$ 

Provide new rotary union with new seals

Provide latest design slip ring

Provide new torque tube

Provide all new seals and o-rings for the ram

Provide new precision bearings, seals and o-rings for the C-axis gear box

Rebuild SU Grippers with new seals, springs and new gripper fingers

Upgrade the SU gripper mechanical switches to pressure switch

Perform rotary union pressure checks

Perform spindle run-in

Perform and measure C-axis drum sweeps

Measure vibration

Measure bearing temperature checks.

Prepare the Ram for shipment back to the ETP

#### C.4 SPINDLE UNIT REFURBISHMENT

Each of the three machines, S/N 27879, 27881, and 27877 at the ETP utilizes 4:1 Right Angle (RA) spindle units (SU), 1:1 RA SUs and Dual Offset RA SUs. There are (2) of each of these units at ETP. ETP has possession of GFM previously procured on contract DAAE07-03-P-M050, for refurbishing one 4:1 RA SU, one 1:1 RA SU and one Dual Offset RA SU. The parts for the Spindle Units on contract DAAE07-03-P-M050 are the property of the ETP. A list of the parts appears in Attachment 2. The contractor will provide a Technician to travel to the ETP to complete the refurbishment of one 4:1 RA SU, one 1:1 RA SU and one Dual offset RA SU on machine 27877.

#### C.4.1

The spindle units for Machine 27879 and 27881 will be shipped to Ingersoll, with their respective Rams. The repair effort will be completed in accordance with Ingersoll's Spindle Unit Sub-Assembly Build Routing Procedure. The repair procedures shall consist of the following:

Disassemble and inspect all spindle unit components

Provide all new precision bearings and seals for the spindles and drive trains

Provide new main spindle

Provide new seals and o-rings for the utility manifold

Provide new spindle tool gripper and gripper fingers

Reassemble and test on Ingersoll spindle unit test stand  $% \left( x\right) =\left( x\right) +\left( x\right) +\left$ 

 $\label{thm:condition} \mbox{Verify electrical components and set-up and perform coolant checks}$ 

Prepare units for return shipping to ETP

#### C.5 CONTROLS UPGRADE

The contractor shall provide engineering, components and Service Technicians as required to update the controls system for the (3) machines at the ETP (27877,27879, 27881). The repair effort shall consist of the following:

The contractor shall provide and install:

Baseline condition of the machine prior to taking it out of production (please see section C.7).

Fanuc 15I CNC with High Speed Serial Buss (HSSB)

Operator Pendant including HMI /XYCOM PC front end

Auxiliary Pendant.

Tooling check in/out terminal and enclosure

Alpha series machine axes motors and drives for X, Y, Z1, Z2, C, W1, W2, and U-axes. The B-axis servomotor will be retained. A new B-axis drive is to be furnished.

Motor adapters where required

Spindle motor and drive

Toolchanger axes motors and drives (Xt, Yt, Zt)

Toolchanger Xt gearbox.

Electrical controller cabinet (7 door)

Power tracks and contents (wiring and hoses).

Gear set for U-Axis

Revised Post Processor

Complete installation including machine re-leveling and aligning

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Rerun baseline tests and compare results to initial baseline.

#### C.6

The vendor will pack the repaired units in the containers in which it was received. The contractor will direct the shipment of the Ram and Spindle Units back to ETP, by airfreight. Each Ram and Spindle Unit will be sent to:

Ship to code: BEG800 Egyptian Tank Plant Factory 200 ABU Zabaal, Industrial Zone Cairo, Egypt

#### C. 7 Quality Requirements

The contractor will establish the existing condition of each machine prior to taking it out of production. This Benchmarking will be done at ETP by performing tests using a Renishaw Ballbar data acquisition device using a circular interpolation program on the CNC. The results are to be recorded (output will be in graph form) and will provide a Benchmark for future comparison. Contractor will also perform determine and document hydrostatic, pneumatic and hydraulic checks and the current level and alignment of the machine. Upon completion of each machine's refurbishing the benchmarking tests at ETP will be performed and documented. The results will be reviewed with government personnel at the ETP and accepted at destination which is the ETP. The contractor guarantees that the refurbished machine accuracy will be as good as, or better than it was prior to it being taken out of production. Each Ram and Spindle Unit refurbishment performed at the contractors facility will be inspected and accepted at origin which is Ingersoll Machine Tools, Inc. The spindle units refurbished at the ETP, as described in C.4, will be accepted at destination which is the ETP.

#### C.8 Delivery Schedule

The Contractor will provide a schedule outlining the engineering, procurement and installation for each of the three machines.

#### C.9 Spare Parts Package

The vendor will submit a recommended Spare Parts list to the Government within three weeks of completion of the Engineering Phase of the first machine. The spare parts will support future needs of equipment repair at the ETP. After approval of the parts on the list, the Government will purchase the Spare Parts Package on a separate Firm Fixed Price (FFP) CLIN and the vendor will deliver the goods to the Factory 200 address in paragraph C. 6.

#### C.10 Financial Management

The contractor shall provide cost reports per CDRL A001 Performance and Cost Reports shall be provided to the USG Government 25 days after the 1st day of each succeeding month.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION D - PACKAGING AND MARKING

Regulatory Cite \_\_\_\_\_\_ Title \_\_\_\_\_ Date

D-1 252.211-7003 ITEM IDENTIFICATION AND VALUATION

JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at http://www.acq.osd.mil/uid . ]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uid .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid .

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
  - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-
    - (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
    - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: -1-

Item Description: -2-

- (iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number/Contract Data Requirements List Item Number -3-\_\_.
- (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
  - (3) Data syntax and semantics. The Contractor shall--
- (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
  - (A) Data Identifiers (DIs) (Format 06).
  - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
  - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/uid ; and
- (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
  - (4) Marking items.

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

- (ii) The issuing agency code--
  - (A) Shall not be placed on the item; and
  - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
- (e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
  - (1) Description.\*
  - (2) Unique identifier\*\*, consisting of--
    - (i) Concatenated DoD unique item identifier; or
    - (ii) DoD recognized unique identification equivalent.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if DoD unique item identifier is used).\*\*
  - (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
  - (6) Original part number.\*\*
  - (7) Serial number.\*\*
  - (8) Quantity shipped.\*
  - (9) Unit of measure.\*
  - (10) Government's unit acquisition cost.\*
  - (11) Ship-to code.
  - (12) Shipment date.
  - (13) Contractor's CAGE code or DUNS number.
  - (14) Contract number.
  - (15) Contract line, subline, or exhibit line item number.\*
  - (16) Acceptance code.
- \* Once per contract line, subline, or exhibit line item.
- \*\* Once per item.
- (f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
  - (2) Unique item identifier of the embedded subassembly, component, or part, consisting of-

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number. \*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.
- \*\* Once per item.
- (g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at http://www.acq.osd.mil.uid
- \_\_\_\_\_(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2 52.247-4004 MARKING REQUIREMENTS FOR EXPORT SHIPMENTS (TACOM)

JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS—SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-3 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document B | eing Continued | Page 12 of 28 |
|--------------------|-----------------------------|----------------|---------------|
| CONTINUATION SHEET | PIIN/SIIN W56HZV-04-C-0454  | MOD/AMD        |               |

Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION E - INSPECTION AND ACCEPTANCE

|     | Regulatory Cite        | Title                                       | Date     |
|-----|------------------------|---|----------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIESFIXED-PRICE           | AUG/1996 |
| E-2 | 52.246-4               | INSPECTION OF SERVICES - FIXED-PRICE        | AUG/1996 |
| E-3 | 52.246-5               | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR/1984 |
| E-4 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES                 | APR/1984 |
| E-5 | 52.246-4028<br>(TACOM) | INSPECTION POINT: ORIGIN                    | FEB/1994 |

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

Ingersoll Machine Tools, Inc.
707 Fulton Ave.

Rockford, IL 61103-4069

[End of Clause]

E-6 52.246-4029 (TACOM)

ACCEPTANCE POINT: ORIGIN

OCT/2002

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

### Reference No. of Document Being Continued

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION F - DELIVERIES OR PERFORMANCE

|     | Regulatory Cite        | Title   | Date     |
|-----|------------------------|---|----------|
| F-1 | 52.242-15              | STOP WORK ORDER(ALTERNATE I dated APR 1984)   | AUG/1989 |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK  | APR/1984 |
| F-3 | 52.247-34              | F.O.B. DESTINATION  | NOV/1991 |
| F-4 | 52.247-44              | F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION                                      | APR/1984 |
| F-5 | 52.247-52              | CLEARANCE AND DOCUMENTATION REQUIREMENTSSHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS | APR/1984 |
| F-6 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS   | APR/1984 |
| F-7 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE   | MAY/2000 |

#### (a) <u>DEFINITIONS</u>:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2)  $\underline{\text{DAYS}}$  means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
  - (3) <u>DELIVERY</u> is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
  - (b) The Government's proposed delivery schedule is:

<u>CLIN</u> <u>DAYS</u> <u>QUANTITY</u>

SEE CLIN LINES FOR ACTUAL DELIVERY SCHEDULE

- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
  - (d) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
  - (f) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_UNITS EVERY 30 DAYS.

[End of Clause]

F-8 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000 (TACOM)

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

| CONTINUATION SHEET  PIIN/SIIN W56HZV-04-C-0454 MOD/AMD | <b>of</b> 28 |
|--|--------------|
| PIIN/SIIN W56HZV-04-C-0454 MOD/AMD                     |              |

Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

- F-9 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003 (TACOM)
- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

|         | CONTIN                   | IIA TION          | CHEET         | Reference No. of          | f Document Bein | g Continue             | ed                  |      | Page 15 of 28       |
|---------|--------------------------|-------------------|---------------|---------------------------|-----------------|------------------------|---------------------|------|---------------------|
|         | CONTIN                   | UATION            | SHEET         | PIIN/SIIN W56HZV-04       | 1-C-0454        | MOD/                   | 'AMD                |      |                     |
| Name    | of Offeror or            | Contractor        | INGERSOLL N   | MACHINE TOOLS, INC.       |                 |                        |                     |      |                     |
| SECTION | G - CONTRAC              | T ADMINISTR       | ATION DATA    |                           |                 |                        |                     |      |                     |
| LINE    | PRON/<br>AMS CD/<br>MIPR | OBLG<br>ACRN STAT | * COLUMN TING | CLASSIFICATION            |                 | JOB<br>ORDER<br>NUMBER | ACCOUNTI<br>STATION | NG   | OBLIGATED<br>AMOUNT |
| 0001AA  | J54NFV0147<br>NFV002     | AA 1              |               | GO1X6D1000NFV 0022516EGS2 | 0113            | 4DBJVV                 | W56HZV              | \$   | 1,991,646.00        |
|         |                          |                   |               |                           |                 |                        | TOTAL               | \$   | 1,991,646.00        |
| ERVICE  |                          | AL BY ACRN        | ACCOUNTING    | CLASSIFICATION            |                 | ACCOU<br>STATI         | -                   |      | OBLIGATED<br>AMOUNT |
| Army    |                          | AA                |               | GO1X6D1000NFV 0022516EGS2 | 0113            | W56HZ                  |                     | \$ _ | 1,991,646.00        |
|         |                          |                   |               |                           |                 |                        | TOTAL               | \$   | 1,991,646.00        |
|         |                          |                   |               |                           |                 |                        |                     |      |                     |

G-1 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE DEC/1991

(a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of

the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Title

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-2 52.227-4004 RELEASE OF INFORMATION (TACOM)

Regulatory Cite

OCT/2003

Date

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000,\_prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360\_1.pdf .

[End of clause]

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G-3 52.232-4005 (TACOM)

INVOICE INFORMATION REQUIREMENT

JAN/1988

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

\* \* \*

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|      | Regulatory Cite | Title  | Date     |
|------|-----------------|--|----------|
| H-1  | 252.204-7000    | DISCLOSURE OF INFORMATION  | DEC/1991 |
| H-2  | 252.205-7000    | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS            | DEC/1991 |
| H-3  | 252.223-7006    | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | APR/1993 |
| H-4  | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                     | APR/2003 |
| H-5  | 252.225-7002    | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                         | APR/2003 |
| H-6  | 252.225-7004    | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES          | APR/2003 |
| H-7  | 252.225-7005    | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES                  | APR/2002 |
| H-8  | 252.225-7013    | DUTY-FREE ENTRY  | JAN/2004 |
| H-9  | 252.225-7028    | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS           | APR/2003 |
| H-10 | 252.228-7003    | CAPTURE AND DETENTION  | DEC/1991 |
| H-11 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
| H-12 | 252.242-7004    | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM                            | DEC/2000 |
| H-13 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT                             | MAR/2003 |
| H-14 | 52.216-23       | EXECUTION AND COMMENCEMENT OF WORK                                   | APR/1984 |

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 1 business day after receipt of award. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

H-15 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 1,991,646.00 dollars.
  - (b) The maximum amount for which the Government shall be liable if this contract is terminated is 1,991,646.00 dollars. (End of clause)
  - H-16 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

APR/2003

- a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--
  - (1) A bona fide employee of the Contractor; or
  - (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
  - (1) For sales to the Government(s) of Egypt, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

- H-17 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE JUN/1998 UNITED STATES
- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
  - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
  - (b) The requirements of this clause do not apply to any subcontractor that is-
    - (1) A foreign government;
    - (2) A representative of a foreign government; or
    - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-18 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

H-19 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989 (TACOM)

- (a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.
- (b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-20 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SUBMITTING PAYMENT FOR COST

Contractor is authorized to bill for costs incurred and with applicable fee on a monthly basis utilizing a SF Form 1034. Voucher with supporting documentation should be forwarded to DCAA for review and forwarding to DFAS. DCAA address is as follows:

Defense Contract Audit Agency Central Region, Chicago Branch Office 635 Butterfield Road, Suite 210 Oakbrook Terrace, IL 60181

A copy of the voucher and supporting documentation should also be forwarded to:

DCMA Rockford 5450 Wansford Way Rockford, IL 61109-7549

\*\*\* END OF NARRATIVE H 001 \*\*\*

| CONTIN | ITTA TITA | MI CI  | TETT |
|--------|-----------|--------|------|
|        | WAII      | 717 71 |      |

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

### [End of Clause]

|      | Regulatory Cite | Title  | Date     |
|------|-----------------|--|----------|
| I-1  | 52.202-1        | DEFINITIONS  | JUL/2004 |
| I-2  | 52.203-3        | GRATUITIES   | APR/1984 |
| I-3  | 52.203-5        | COVENANT AGAINST CONTINGENT FEES   | APR/1984 |
| I-4  | 52.203-6        | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995 |
| I-5  | 52.203-7        | ANTI-KICKBACK PROCEDURES   | JUL/1995 |
| I-6  | 52.203-8        | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997 |
| I-7  | 52.203-10       | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997 |
| I-8  | 52.203-12       | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/2003 |
| I-9  | 52.204-4        | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000 |
| I-10 | 52.209-6        | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-11 | 52.211-5        | MATERIAL REQUIREMENTS  | AUG/2000 |
| I-12 | 52.211-15       | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| I-13 | 52.215-2        | AUDIT AND RECORDS - NEGOTIATIONS   | JUN/1999 |
| I-14 | 52.215-8        | ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT   | OCT/1997 |
| I-15 | 52.215-10       | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | OCT/1997 |
| I-16 | 52.215-12       | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997 |
| I-17 | 52.215-14       | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))   | OCT/1997 |
| I-18 | 52.215-15       | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | JAN/2004 |
| I-19 | 52.215-18       | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | OCT/1997 |
| I-20 | 52.215-19       | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997 |
| I-21 | 52.216-7        | ALLOWABLE COST AND PAYMENT   | DEC/2002 |
| I-22 | 52.216-8        | FIXED FEE  | MAR/1997 |
| I-23 | 52.219-8        | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004 |
| I-24 | 52.219-9        | SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)  | OCT/2001 |
| I-25 | 52.219-16       | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   | JAN/1999 |
| I-26 | 52.222-1        | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997 |
| I-27 | 52.222-4        | CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION  | SEP/2000 |
| I-28 | 52.222-19       | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004 |
| I-29 | 52.222-20       | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996 |
| I-30 | 52.222-21       | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999 |
| I-31 | 52.222-26       | EQUAL OPPORTUNITY  | APR/2002 |
| I-32 | 52.222-29       | NOTIFICATION OF VISA DENIAL  | JUN/2003 |
| I-33 | 52.222-35       | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   | DEC/2001 |
| I-34 | 52.222-36       | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998 |
| I-35 | 52.222-37       | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| I-36 | 52.223-6        | DRUG FREE WORKPLACE  | MAY/2001 |
| I-37 | 52.225-13       | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JAN/2004 |
| I-38 | 52.227-1        | AUTHORIZATION AND CONSENT  | JUL/1995 |
| I-39 | 52.227-2        | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996 |
| I-40 | 52.227-3        | PATENT INDEMNITY   | APR/1984 |
| I-41 | 52.228-7        | INSURANCELIABILITY TO THIRD PERSONS  | MAR/1996 |
| I-42 | 52.229-4        | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)  | APR/2003 |
| I-43 | 52.230-2        | COST ACCOUNTING STANDARDS  | APR/1998 |
| I-44 | 52.230-3        | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause  | APR/1998 |
|      |                 | applies only when the Contractor has been determined eligible. See Section K.  |          |
| I-45 | 52.230-6        | ADMINISTRATION OF COST ACCOUNTING STANDARDS  | NOV/1999 |
| I-46 | 52.232-1        | PAYMENTS   | APR/1984 |
| I-47 | 52.232-11       | EXTRAS   | APR/1984 |
| I-48 | 52.232-17       | INTEREST   | JUN/1996 |

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-49 | 52.232-22       | LIMITATION OF FUNDS   | APR/1984 |
| I-50 | 52.232-25       | PROMPT PAYMENT  | OCT/2003 |
| I-51 | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION   | OCT/2003 |
| I-52 | 52.233-1        | DISPUTES  | JUL/2002 |
| I-53 | 52.233-3        | PROTEST AFTER AWARD   | AUG/1996 |
| I-54 | 52.242-1        | NOTICE OF INTENT TO DISALLOW COSTS  | APR/1984 |
| I-55 | 52.242-3        | PENALTIES FOR UNALLOWABLE COSTS   | MAY/2001 |
| I-56 | 52.242-4        | CERTIFICATION OF INDIRECT COSTS   | JAN/1997 |
| I-57 | 52.242-13       | BANKRUPTCY  | JUL/1995 |
| I-58 | 52.243-2        | CHANGESCOST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)  | AUG/1987 |
| I-59 | 52.243-7        | NOTIFICATION OF CHANGES   | APR/1984 |
| I-60 | 52.244-5        | COMPETITION IN SUBCONTRACTING   | DEC/1996 |
| I-61 | 52.245-5        | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)              | MAY/2004 |
| I-62 | 52.245-5        | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)ALTERNATE I (JUN 2003) (91-DEV-44) (Army Policy Alert Bulletin #97-009) | MAY/2004 |
| I-63 | 52.246-23       | LIMITATION OF LIABILITY   | FEB/1997 |
| I-64 | 52.246-25       | LIMITATION OF LIABILITYSERVICES   | FEB/1997 |
| I-65 | 52.247-1        | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in   | APR/1984 |
| - 44 |                 | paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read: US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND   |          |
| I-66 | 52.248-1        | VALUE ENGINEERING   | FEB/2000 |
| I-67 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY/2004 |
| I-68 | 52.249-6        | TERMINATION (COST-REIMBURSEMENT)  | MAY/2004 |
| I-69 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984 |
| I-70 | 52.249-14       | EXCUSABLE DELAYS  | APR/1984 |
| I-71 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| I-72 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-<br>RELATED FELONIES  | MAR/1999 |
| I-73 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992 |
| I-74 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                                      | NOV/1995 |
| I-75 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE<br>GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal<br>Register 27 Mar 98      | MAR/1998 |
| I-76 | 252.215-7000    | PRICING ADJUSTMENTS   | DEC/1991 |
| I-77 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS   | OCT/1998 |
| I-78 | 252.219-7003    | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)   | APR/1996 |
| I-79 | 252.222-7002    | COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)   | JUN/1997 |
| I-80 | 252.223-7004    | DRUG-FREE WORK FORCE  | SEP/1988 |
| I-81 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | JUN/2004 |
| I-82 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)  | APR/2003 |
| I-83 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL  | APR/2003 |
| I-84 | 252.225-7041    | CORRESPONDENCE IN ENGLISH   | JUN/1997 |
| I-85 | 252.225-7042    | AUTHORIZATION TO PERFORM  | APR/2003 |
| I-86 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES   | SEP/2001 |
| I-87 | 252.227-7014    | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION   | JUN/1995 |
| I-88 | 252.227-7019    | VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE  | JUN/1995 |
| I-89 | 252.232-7008    | ASSIGNMENT OF CLAIMS (OVERSEAS)   | JUN/1997 |
| I-90 | 252.233-7001    | CHOICES OF LAW (OVERSEAS)   | JUN/1997 |
| I-91 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
| I-92 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998 |
| I-93 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Dod CONTRACTS)   | MAR/2000 |
| I-94 | 252.245-7001    | REPORTS OF GOVERNMENT PROPERTY  | MAY/1994 |

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Name of Offeror or Contractor: INGERSOLL MACHINE TOOLS, INC.

Regulatory Cite Title Date

I-95 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))

- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
  - (ii) Information on modifications of contracts of subcontracts for commercial items.
    - (A) If--
      - (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
      - (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the accquisition of an item other than a commercial item.
    - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
      - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
      - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
      - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
      - (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor

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shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with \*.xls, \*.wbl, or \*.wk3 the preferred formats.

[End of Clause]

I-96 52.216-23

EXECUTION AND COMMENCEMENT OF WORK

APR/1984

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The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 1 business day after award. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-97 252.217-7027 CONTRACT DEFINITIZATION

OCT/1998

- (a) A Cost Plus Fixed fee contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Cost Plus Fixed Fee proposal (DCAA AUDIT) and cost or pricing data supporting its proposal.
  - (b) The schedule for definitizing this contract action is as follows:

Projected Award Date of UCA/Letter Contract is Sept 10, 2004

Estimated date of contract definitization: Feb 10, 2005

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
  - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated -9- in no event to exceed -10- .

[End of Clause]

I-98 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including but not limited to, hydrochlorofluorocarbons.

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_ which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

T-99 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

JUL/2004

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- (a) Definitions. As used in this clause--
  - (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-100 AUTHORIZED DEVIATIONS IN CLAUSES 52.252-6

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-101 252.204-7004 ALTERNATE A NOV/2003

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As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means--
  - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- "Registered in the CCR database" means that-
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Contractor's CAGE code is in the CCR database; and
  - (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

T = 102252 247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
  - (i) This contract is a construction contract; or
  - (ii) The supplies being transported are-
    - (A) Noncommercial items; or
    - (B) Commercial items that-
    - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
    - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
    - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;

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- (4) Date of loading;
- (5) Port of loading;

on the unauthorized use.

- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
  - (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS OUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-103 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
  - (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and

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technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-104 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

#### (1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

|                     | (ii)  | Unit Package Exterior Size/Weight of Unit Package with contents:  |  |
|---------------------|-------|---|--|
|                     |       | Length x Width x Depth(expressed in inches)/Weight expressed in pounds  |  |
| (2) S               | hippi | ng Container:   |  |
|                     | (i)   | Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:   |  |
|                     |       | Length, x Width, x Height, (expressed in feet and inches)   |  |
|                     | (ii)  | Number of unit packages per shipping container each   |  |
|                     | (iii) | Gross weight of Shipping container and contents Lbs.  |  |
| (3) Unitized Loads: |       |   |  |
|                     | (i)   | Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: |  |
|                     | (ii)  | Number of Shipping containers per pallet/skid each.   |  |
|                     | (iii) | Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs                                    |  |
|                     | (iv)  | Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:                                |  |
|                     |       | Length, x Width, x Height, (expressed in feet and inches)   |  |
|                     | (v)   | Gross Weight of Unit Load Lbs;  |  |

[End of Clause]

| NUATION | CITETA              |
|---------|---------------------|
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SECTION J - LIST OF ATTACHMENTS

| List of        |   |             | Number   |                |
|----------------|---|-------------|----------|----------------|
| Addenda        | Title   | Date        | of Pages | Transmitted By |
| Exhibit A      | INCORPORATION OF INGERSOLL MASTER PLAN DATED AUGUST 9, 2004 |             |          |                |
| Attachment 001 | RAM PARTS LIST  | 02-JUN-2004 | 001      | DATA           |
| Attachment 002 | SPINDLE PARTS LIST  | 02-JUN-2004 | 002      | DATA           |

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PAGE 1

INCORPORATION OF INGERSOLL MASTER PLAN DATED AUGUST 9, 2004, PROPOSAL NUMBER R-100411

PAGE 1

Scope of Work C.3

### RAM REPAIR COMPONENTS

| QTY | Item Number    | Description              |
|-----|----------------|--------------------------|
| 2   | 54595-38-001-9 | Rotating Union           |
| 2   | 29391-38-001-9 | Torque Tube              |
| 2   | 28784-38-003-9 | Spacer, LH Front         |
| 2   | 28784-38-004-9 | Spacer, RH Front         |
| 2   | 28784-38-005-9 | Spacer, LH Rear          |
| 2   | 28784-38-006-9 | Spacer, RH Rear          |
| 2   | 310-1251-97-00 | <del>-</del>             |
|     |                | Slip Ring                |
| 2   | 910-6801-30-00 | Screw, Socket Head Cap   |
| 8   | 913-4282-30-00 | Finger, Gripper          |
| 2   | 918-3077-30-00 | O-Ring                   |
| 2   | 918-3578-30-00 | O-Ring                   |
| 2   | 918-4065-30-00 | O-Ring                   |
| 2   | 918-4178-30-00 | Seal, Oil                |
| 40  | 918-4890-30-00 | Rotary Union Seals       |
| 2   | 918-4933-30-00 | O-Ring                   |
| 2   | 918-6629-30-00 | O-Ring                   |
| 2   | 920-9318-30-00 | Valve, Flow Control      |
| 2   | 920-9319-30-00 | Valve, Check             |
| 2   | 920-9343-30-00 | Valve                    |
| 2   | 922-5551-30-00 | Valve, 4-way             |
| 2   | 922-5561-30-00 | Valve                    |
| 2   | 922-5562-30-00 | Valve, 3-way             |
| 2   | 922-5563-30-00 | Valve, 4-way             |
| 2   | 922-6673-30-00 | Valve, Pressure Reducing |
| 2   | 922-7168-30-00 | Valve, 4-way             |
| 2   | 922-9997-30-00 | Valve, Check             |
| 2   | 923-5676-30-00 | Plate, Gauge             |
| 4   | 945-3437-30-00 | Cover, Sensor            |
| 4   | 948-2158-30-00 | Switch, Pressure         |
| 2   | 960-3724-30-01 | Bearing, Ball            |
| 2   | 960-3725-30-01 | Bearing, Ball            |
| 2   | 961-4870-30-01 | Bearing                  |
| 2   | 961-7222-30-01 | Bearing                  |
| 4   | 961-7228-30-01 | Bearing                  |
| 10  | 962-2459-30-00 | Bearing                  |
| 2   | 962-2550-30-00 | Bearing                  |
| 2   | 962-3368-30-20 | Bearing, Angular Contact |
| _   |                |                          |

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### Scope of Work C.4

### SPINDLE UNIT REPAIR COMPONENTS

| Ϋ́ΤΥ | Item Number                      | Description         |
|------|----------------------------------|---------------------|
| 1    | 27337-43-005-9                   | spacer              |
| 1    | 27337-43-015-9                   | spacer              |
| 1    | 27337-43-034-9                   | spacer              |
| 1    | 27337-43-041-9                   | wedge               |
| 1    | 27337-43-042-9                   | wedge removal nut   |
| 1    | 27337-43-044-9                   | 40T bevel gear      |
| 1    | 27337-43-045-9                   | spacer              |
| 1    | 27337-43-046-9                   | spacer              |
| 1    | 27337-43-049-9                   | spacer              |
| 1    | 27337-43-053-9                   | 16T bevel gear      |
| 5    | 27337-43-074-9                   | clamp screw         |
| 1    | 27337-43-085-9                   | bearing inner screw |
| 1    | 910-3026-42-03                   | drive key           |
| 2    | 910-4052-49-00                   | drive key           |
| 1    | 910-4341-30-00                   | locking assembly    |
| 1    | 913-3208-30-00                   | compression ring    |
| 2    | 918-1860-30-00                   | sealing ring        |
| 1    | 918-3578-30-00                   | 0-ring              |
| 1    | 918-4065-30-00                   | 0-ring              |
| 2    | 918-4235-30-00                   | 0-ring              |
| 6    | 918-4243-30-00                   | 0-ring              |
| 5    | 918-4307-30-00                   | 0-ring              |
| 3    | 918-4516-30-00                   | 0-ring              |
| 1    | 918-4817-30-00                   | 0-ring              |
| 1    | 918-4948-30-00                   | oil seal            |
| 1    | 918-5823-30-00                   | 0-ring              |
| 2    | 918-5977-30-00                   | oil seal            |
| 1    | 918-6096-30-00                   | 0-ring              |
| 1    | 918-6302-30-01                   | V-ring seal         |
| 1    | 918-6308-30-00                   | 0-ring              |
| 2    | 918-6346-30-03                   | 0-ring              |
| 1    | 918-6378-30-01                   | oil seal            |
| 1    | 918-6379-30-01                   | oil seal            |
| 1    | 918-6382-30-00                   | oil seal            |
| 1    | 918-6383-30-00                   | polypak seal        |
| 1    | 918-6457-30-00                   | oil seal            |
| 1    | 918-6456-30-00                   | oil seal            |
| 1    | 918-6458-30-00                   | polypak seal        |
| 1    | 918-6505-30-00                   | 0-ring              |
| 1    | 918-6506-30-00                   | polypak seal        |
| 1    | 918-6517-30-00                   | 0-ring              |
| 1    | 918-6529-30-00                   | 0-ring              |
| 1    | 918-6627-30-03                   | 0-ring              |
| 5    | 918-6983-30-00                   | polypak seal        |
| 5    | 918-6984-30-00                   | polypak seal        |
| 10   | 918-6985-30-00                   | polypak seal        |
| 1    | 918-7665-30-00                   | 0-ring              |
| 1    | 918-7666-30-00                   | 0-ring              |
| 1    | 922-3432-30-00                   | check valve         |
| 1    | 961-7508-30-00                   | bearing             |
| 1    | 961-7687-30-00                   | bearing             |
| 1    | 961-7688-30-00                   | bearing             |
| 1    | 961-7707-30-00                   | bearing             |
| 1    | 962-2337-30-00                   | bearing             |
| 1    | 962-2385-30-00                   | bearing<br>bearing  |
| 1    | 962-2450-30-00<br>962-2454-30-00 | bearing<br>bearing  |
| -    | 702 2 <del>1</del> 31-30-00      | Dearing             |

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| 1 | 962-2571-30-00 | bearing                |
|---|----------------|------------------------|
| 1 | 962-3275-30-32 | bearing                |
| 1 | 962-3451-30-20 | bearing                |
| 1 | 962-4817-30-00 | bearing                |
| 5 | 975-3825-30-01 | quad-ring seal         |
| 1 | 990-4112-49-00 | drive coupling         |
| 1 | 990-4137-49-00 | split spacer           |
| 1 | 990-4145-49-00 | seal spacer            |
| 1 | 990-4171-49-00 | round spacer           |
| 1 | 990-4277-49-00 | tool gripper LVDT coil |
|   |                |                        |